



Entered on Docket
July 18, 2007

A handwritten signature in black ink, appearing to read "Mike K. Nakagawa".

Hon. Mike K. Nakagawa
United States Bankruptcy Judge

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Attorneys for Secured Creditor MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC., SOLELY AS NOMINEE FOR MASTER FINANCIAL, INC., its
successors and/or assigns

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re

TRACI NICHAL TURNER,
Debtor(s).

Bankruptcy Case No. BK-S-06-13358-MKN
Chapter 11

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.,
SOLELY AS NOMINEE FOR MASTER
FINANCIAL, INC.'S ORDER
TERMINATING AUTOMATIC STAY

Date: July 2, 2007
Time: 1:30 p.m.

A hearing on Secured Creditor Mortgage Electronic Registration Systems, Inc., Solely
as Nominee for Master Financial, Inc.'s Motion for Relief From the Automatic Stay came on
regularly for hearing in the United States Bankruptcy Court before the Honorable Mike K.

1 Nakagawa, Michelle Abrams appearing on behalf of Secured Creditor.

2 The court having duly considered the papers and pleadings on file herein and being
3 fully advised thereon and finding cause therefor:

4 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

5 The automatic stay of 11 United States Code section 362 is hereby immediately
6 terminated as it applies to the enforcement by Movant of all of its rights in the real property under
7 the Note and Deed of Trust encumbering the real property commonly known as 5932 Victory Point
8 Street, North Las Vegas, Nevada 89081 ("Real Property"), which is legally described as:

9 SEE LEGAL DESCRIPTION ATTACHED HERETO
10 AS EXHIBIT A AND MADE A PART HEREOF.

11 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Movant may offer
12 and provide Debtor with information re: a potential Forbearance Agreement, Loan Modification,
13 Refinance Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such
14 agreement with Debtor. However, Movant may not enforce, or threaten to enforce, any personal
15 liability against Debtor if Debtor's personal liability is discharged in this bankruptcy case.

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1 ALTERNATIVE METHOD re: RULE 9021:

2 In accordance with LR 9021, counsel submitting this document certifies as follows (check one):

3 ☐ The court has waived the requirement of approval under LR 9021.

4 ☒ No parties appeared or filed written objections, and there is no trustee appointed in the case.

5 ☐ I have delivered a copy of this proposed order to all counsel who appeared at the hearing, any
6 unrepresented parties who appeared at the hearing, and any trustee appointed in this case, and each
7 has approved or disapproved the order, or failed to respond, as indicated below [list each party and
8 whether the party has approved, disapproved, or failed to respond to the document]:

10 #####

12 Submitted by:

13 /s/ Jason A. Rose

14 525 E. Main Street

15 P.O. Box 12289

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17 (702) 413-9692

18 NV Bar #009671

19 Attorney for MORTGAGE ELECTRONIC

20 REGISTRATION SYSTEMS, INC.,

21 SOLELY AS NOMINEE FOR MASTER FINANCIAL, INC.,

22 its successors and/or assigns

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY

of

CLARK

(Type of Recording Jurisdiction)

(Name of Recording Jurisdiction)

LOT 308 IN BLOCK 8 OF FIFTH & EARM UNIT 2, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 110 OF PLATS, PAGE 18, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND AMENDED BY CERTIFICATE OF AMENDMENT RECORDED OCTOBER 23, 2003 IN BOOK 20031023 AS DOCUMENT NO. 01459.
A.P.N. #: 124-26-310-148

which currently has the address of 5932 VICTORY POINT STREET

(Street)

NORTH LAS VEGAS

, Nevada

89081

("Property Address");

(City)

(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to; the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and cancelling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an

EXHIBIT A